

**PENDLETON COUNTY FISCAL COURT
SPECIAL CALL MEETING
FEBRUARY 3, 2016
COURT MET PURSUANT TO ADJOURNMENT WITH
HONORABLE DAVID S. FIELDS, COUNTY JUDGE/EXECUTIVE
PRESIDING**

Members Present: Squire Whaley, Squire Fogle, Squire Mineer

Members Absent: Squire Veirs

County Attorney: Absent

In Re: Approval of Agenda

Judge Fields presented the agenda for this meeting, whereby Squire Fogle made a motion, seconded by Squire Mineer that the agenda be approved as presented, motion carried.

In Re: Approval of Agreement and Signing of Resolution for SRTS Grant

Judge Fields presented the agreement between the Commonwealth of Kentucky Transportation Cabinet and the Fiscal Court for \$221,165 in federal funding for the Southern Elementary Safe Route To School Grant, as well as a resolution authorizing Judge Fields to sign the agreement. Squire Whaley made a motion to approve the resolution and the signing of the agreement, seconded by Squire Mineer, motion carried.

PENDLETON COUNTY FISCAL COURT
SOUTHERN ELEMENTARY SRTS
\$221,165/SRTS
E-3305
SUPPLEMENTAL#0
PO2-626-1600003379

**ATTACHMENT C
ATTACH A RESOLUTION HERE
A sample resolution is included here
SAMPLE RESOLUTION**

Whereas, the federal-aid highway program state administered funding was awarded the amount of \$250,000, and

Whereas this amount will be authorized in phases as federal requirements are met for the Southern Elementary SRTS Project, and

Whereas, Pendleton County Fiscal Court does hereby authorize Judge/Executive _____ to sign the above mentioned Agreement, as well as any other necessary documents relating to the project.

The vote taken on said Resolution, the result being as follows:

Motion Carried - Yes No (Please circle one)

Signature _____ **Date** _____
Title _____
Witness _____

In Re: Approval of Agreement with GRW Engineering on SRTS Grant

Judge Fields presented an Agreement between GRW Engineers and the Fiscal Court for engineering responsibilities associated with the Safe Route To Schools Grant. Squire Mineer made a motion, seconded by Squire Fogle to approve the agreement as presented, motion carried.

**Agreement Between
Pendleton County Fiscal Court
and
GRW Engineers, Inc.
for Professional Services**

This is an Agreement made this _____ day of _____ in the year Two Thousand Sixteen by and between Pendleton County Fiscal Court, (hereinafter called the OWNER) and GRW Engineers, Inc. (hereinafter called the ENGINEER).

WITNESSETH; THAT WHEREAS, the OWNER intends to construct approximately 1,500 linear feet of sidewalk along the north side of Robbins Avenue and replacement of an existing culvert under Robbins Avenue.

SECTION 1 - GENERAL

The ENGINEER shall provide professional engineering services as set forth in Section 2, Scope of Services.

SECTION 2 - SCOPE OF SERVICES

The ENGINEER shall provide professional engineering services for the PROJECT to include:

2.1 Bidding Phase

- 2.1.1 The ENGINEER shall assist the OWNER in advertising for and obtaining construction bids, maintain a record of prospective bidders to whom Contract Documents have been issued, and attend pre-bid conferences.
- 2.1.2 Issue addenda as appropriate to interpret, clarify or expand the Contract Documents.
- 2.1.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Contract Documents.
- 2.1.4 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

2.2 Construction Administration

- 2.2.1 Assist the OWNER in securing and evaluating bids and furnish recommendations on the award of the construction contract, including attendance of any prebid and/or preaward conference.

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- 2.2.2 Provide consultation and advice on construction matters including periodic visits to the site by the Project Manager, Construction Coordinator and appropriate Design Engineers to observe the progress and quality of the executed work, and to determine if the work is proceeding in general accordance with the Contract Documents. The ENGINEER will not be responsible for and will not have control or charge of the construction methods or procedures or the safety precautions, and programs incidental thereto as it relates to the Contractor(s).
- 2.2.3 Review shop drawings, diagrams, illustrations, samples and schedules, the results of tests and inspections, and other data which the Contractor is required to submit to demonstrate conformance with the design concept of the PROJECT.
- 2.2.5 Make semi-final inspections of the PROJECT with the OWNER's representative and complete a "punch list" in preparation for the final technical inspection.
- 2.2.6 Make a final technical inspection of the PROJECT in company with the OWNER's representative.
- 2.2.7 Review and, if appropriate, approve progress payments to the Construction Contractor(s) during the construction phase.
- 2.2.8 During and after the construction phase, the ENGINEER will provide part-time field services from the office staff of the ENGINEER or from consultants to the ENGINEER at the PROJECT. Such services shall include office time preparing for and reporting such visits; and, provide specialists as described above for the final testing of the equipment, investigating areas of concern and handling items under the guaranty portion of the construction contracts.
- 2.2.9 Furnish a set of "Record Drawings" of the construction plans, based on prints marked by the Contractor, to show those changes made during construction which the ENGINEER considers significant.

2.4 Resident Project Representative

A full-time resident project representative is not included in this Agreement. Daily observation of the progress of the work will be performed by the OWNER.

SECTION 3 - ADDITIONAL SERVICES

If authorized in writing by OWNER, the ENGINEER and OWNER will negotiate for provision of additional professional engineering services in connection with the PROJECT set forth below:

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- 3.1 Services due to changes in the scope of the PROJECT or its design including but not limited to, change in sizes, complexity, schedule, or character of construction.
- 3.2 Revising studies, reports, design documents, drawings or specifications or portions thereof which have previously been approved by OWNER, or when such revisions are due to causes beyond the control of ENGINEER.
- 3.3 Preparation of design documents for out-of-sequence work requested by OWNER.
- 3.4 Preparation of detailed renderings, exhibits or scale models for the PROJECT.
- 3.5 Additional or extended services during construction made necessary by:
 - 3.5.1 Work damaged by fire or other causes during construction.
 - 3.5.2 Defective or incomplete work of the Contractor.
 - 3.5.3 Prolongation of the initial construction contract time beyond the contract time.
 - 3.5.4 Acceleration of the work schedule involving services beyond established office working hours.
 - 3.5.5 The Contractor's default under the Contract Documents due to delinquency or insolvency.
- 3.6 Provide services as an expert witness for OWNER in connection with litigation or other proceedings involving the PROJECT.
- 3.7 Provide a resident project representative for the PROJECT.
- 3.8 Preparation of a Letter of Map Revision (LOMR) or Conditional Letter of Map Revision (CLOMR) if required for Federal Emergency Management Agency (FEMA) approval.
- 3.9 Providing other services not otherwise provided for in this AGREEMENT, including services normally furnished by the OWNER as described in Section 4 - OWNER'S RESPONSIBILITIES.

SECTION 4 - OWNER'S RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to his requirements for the PROJECT.

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- 4.2 Assist ENGINEER by placing at his disposal all available information pertinent to the PROJECT including previous reports and any other data relative to the PROJECT.
- 4.3 Furnish to ENGINEER, as required by him for performance of his services, data previously prepared and available by others, such as core borings, probings and subsurface explorations, hydrographic surveys, hydrogeologic studies, wetlands investigations, and delineations, investigations of hazardous environmental conditions, laboratory tests and inspections of samples, material and equipment, appropriate professional interpretations of all of the foregoing, property, boundary, easement, right-of-way, topography and utility surveys, property descriptions, zoning and deed restrictions, and other special data or consultations, all of which ENGINEER may use at his discretion subject to his verifications.
- 4.4 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services after ENGINEER has exhausted all reasonable means to gain access.
- 4.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants that OWNER deems appropriate, for such examination and render in writing decisions pertaining thereto within a reasonable time as not to delay the services of ENGINEER.
- 4.6 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, and such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the Construction Contract.
- 4.7 Give prompt written notice to the ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the PROJECT, or change circumstances.
- 4.8 Obtain approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 4.9 Furnish, or direct ENGINEER to provide, necessary additional services as stipulated in Section 3 of this AGREEMENT or other services as required.

SECTION 5 - COMPENSATION

- 5.1 The OWNER shall pay the ENGINEER a lump sum of \$10,205 for services as described in Section 2.1 & 2.2.

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- 5.2 The ENGINEER may submit periodic statements requesting payment but not more than monthly. The percentage of the lump sum fee to be included in the periodic payment request shall equal the percentage of the services completed.

SECTION 6 - GENERAL PROVISIONS

6.1 Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

6.2 Changes

6.2.1 The OWNER may, at any time by written notice, make changes within the general scope of the AGREEMENT in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required, for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the AGREEMENT shall be modified in writing accordingly. Any claim of ENGINEER for adjustment must be asserted in writing within 90 days from the date of receipt by ENGINEER of the notification of change unless OWNER grants a further period of time.

6.2.2 If changes in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if state agencies issue regulations resulting in a scope of work change for any phase, engineering fees set forth in Section 5 may be renegotiated by the OWNER and ENGINEER.

6.3 Reuse of Documents

All documents furnished by the ENGINEER pursuant to this AGREEMENT are instruments of his services in respect of the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project. OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from OWNER's reuse without specific written verification or adaptation by ENGINEER. If OWNER uses plans with further verification or adaptation by ENGINEER, the ENGINEER will be entitled to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.4 Successor and Assigns

OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this AGREEMENT and to

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the partners, successors, executors, administrators and assigns of such other party, in respect of all covenants of this AGREEMENT, except as above, neither OWNER nor ENGINEER shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

6.5 Dispute Resolution

In an effort to resolve any conflicts that arise during to work or following completion of the work, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

6.6 Permits and Approvals

The Engineer shall assist the Owner in applying for permits and approvals typically required by law for projects similar to the one for the Engineer's services are being engaged. This assistance consists of completing and submitting the forms as to the results of certain work included in the scope of services.

SECTION 7 - CERTIFICATION OF FACILITIES AND PERSONNEL

The ENGINEER will assume responsibility for provision of adequate facilities and competent personnel necessary to accomplish the work outlined in Section 2.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

Owner:

By: David Fields

Title: Judge Executive

Engineer:
GRW Engineers, Inc.

By: Harvey H. Helm
Harvey H. Helm, PE, PLS

Title: Vice President

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Attest: _____

Date: 1/21/16

In Re: Adjourment

A motion was made by Squire Mineer and seconded by Squire Whaley that this meeting be adjourned to meet again in regular session on Tuesday February 9, 2016, subject to any called meetings.

ATTEST:

Pendleton County Judge/Executive

Pendleton County Fiscal Court Clerk